John Park, Clerk/Recorder No Fee

No Fee 199603190805 1:48pm 03/19/96

005 30006349 03 21 R01 14 7.00 39.00 0.00 0.00 0.00 0.00 0.00

When recorded, mail certified control Department of Toxic Substances Control Region 1
10151 Croydon Way, Suite 3
Sacramento, California 95827
Attn: Steven Ross

#### COVENANT AND AGREEMENT

#### TO RESTRICT USE OF PROPERTY

(ASSESSORS PARCEL NUMBER 275-162-003 AT SIERRA BATTERY SALES SITE, SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA)

This Covenant and Agreement ("Covenant") is made on this day of ED., 1996, by and between the California Department of Toxic Substances Control ("Department") and Leon H. Warrick and Dorothy J. Warrick ("Covenantor"), who are the owners on record of certain real property situated in the City of Sacramento, County of Sacramento, State of California, ("the Property"), described as Assessors Parcel Number 275-162-003 in Exhibit "A" attached hereto and incorporated herein by this reference, with reference to the following facts:

- A. The Property has historically been used to manage hazardous waste and presently contains hazardous waste for which no remediation has occurred due to the presence of an existing structure, the Quonset Hut. A Final Removal Action Workplan dated July 1995 was approved by the Department on September 5, 1995.
- B. The Department, in compliance with the approved Final Removal Action Workplan, has attempted to remove hazardous waste soils containing lead, and has taken other actions and continues to take actions as of the date of this Covenant in compliance with the approved Final Removal Action Workplan.

- Chronic exposure to lead has been known to cause learning deficits in children. It is classified by U. S. EPA as a probable human carcinogen.
- C. Covenantor and the Department desire and intend that, for future protection of public health, safety, and the environment, the Property shall be used in such a manner as to avoid any potential harm to persons or property which could potentially result from hazardous wastes which have been deposited historically on the Property.
- D. The Covenantor and the Department further desire and intend that the terms of the Covenant are for the mutual benefit of the Property, future owners and occupants of the Property, the Department and the public and, therefore, shall constitute an easement, covenant, restriction, and servitude held by the Department on behalf of the People of the State of California in the Property which shall run with the land, shall inure to the benefit of the Property, future owners and occupants of the Property, the Department, and the public and shall apply to and bind the respective successors in interest thereof.

# ARTICLE I GENERAL PROVISIONS

1.01 Provisions To Run With The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions, (collectively referred to as "Restrictions"), upon the Property and subject to which the Property shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Property as mutual equitable servitude in favor of the Property and every portion thereof. Each and all of the Restrictions are imposed pursuant to and by agreement by and between the Covenantor and the Department and run with the land pursuant to Section 25230(a)(1) of the California Health and Safety Code.

- 1.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors and assignees, and successors of such owner, heirs, successors, and assignees, that they are bound by the Restrictions as herein established, which must be adhered to for the benefit of future Owners and Occupants of the Property, the Department and the public, and that their interests in the Property will be subject to the Restrictions contained herein.
- 1.03 <u>Incorporation Into Deeds and Leases</u>. Covenantor desires and covenants, that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of the Property.

## ARTICLE II DEFINITIONS

- 2.01 <u>City.</u> "City" shall mean the City of Sacramento and shall include its successor agencies, if any.
- 2.02 <u>Department</u>. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.
- 2.03 Excavation. "Excavation" shall mean the digging out and/or the removal of soil from the Property, including landscaping.
- 2.04 <u>Improvements</u>. "Improvements" shall mean all buildings, structures, roads, driveways, regrading, landscaping, bodies of water, park and playground improvements, and paved parking areas, constructed or placed upon any portion of the Property.
- 2.05 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the property.

- 2.06 Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs, and assigns, who at any time hold title to all or any portion of the Property.
- 2.07 <u>Site</u>. "Site" shall mean all parcels or portions of parcels which in conjunction constitute the Sierra Battery Sales Site.

#### ARTICLE III

DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

- 3.01 <u>Restrictions on Development and Use</u>. Every Owner and Occupant promises to restrict the use of the Property described as Assessor Parcel Number 275-162-003 in Exhibit "A" as follows:
  - (1) Residential development for human habitation shall not be permitted on the Property.
  - (2) Hospitals or health clinics shall not be permitted on the Property.
  - (3) Day-care centers for either children or senior citizens shall not be permitted on the Property.
  - (4) Schools for children under 21 years of age shall not be permitted on the Property.
  - (5) No groundwater shall be extracted on the Property.
  - (6) No raising of food (cattle, food crops, cotton, chickens) shall be permitted on the Property.
  - (7) Physical modifications of existing structures which disturb the soil, paving, or soil/structure interface shall not be permitted on the Property.
  - (8) No activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Property without a Health and Safety Plan and a Soils Management Plan submitted to the Department for review and approval.
  - (9) Subdivision of the Property is forbidden, except as allowed under Health and Safety Code Section 25232(a)(2) and (b)(2).

These restrictions shall apply unless the Owner or Occupant has demonstrated to the satisfaction of the Department that

- all remedial measures necessary for protection of human health and the environment have been taken on the property. Other uses or modification can be implemented only after prior written approval from the Department. Physical modifications to the interior structure which do not disturb the soil, paving, or soil/structure interface shall not require the Department's approval.
- 3.02 Conveyance of Property. The Owner or Owners and the Occupants shall provide a thirty (30) day advance notice to the Department and City of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Department shall not by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property or any interest in it except as otherwise provided by law or by reason of this Covenant.
- 3.03 <u>Enforcement</u>. Failure of an Owner or Occupant to comply with any of the requirements, as set forth in Section 3.01, shall be grounds for the Department, by reason of the Covenant, to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Department to file civil and criminal actions against the Owner as provided by law.
- 3.04 <u>Notice in Agreements</u>. All Owners and Occupants shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property. This instrument shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists".

### ARTICLE IV VARIANCE AND TERMINATION

- 4.01 <u>Variance</u>. Any Owner or, with the Owner's consent, any Occupant of the Property may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Section 25233 of the California Health and Safety Code.
- 4.02 <u>Termination</u>. Any Owner or, with the Owner's consent, any Occupant of the Property may apply to the Department for a termination of the Restrictions as they apply to the Property. Such application shall be made in accordance with Section 25234 of the California Health and Safety Code.
- 4.03 <u>Term</u>. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

# ARTICLE V MISCELLANEOUS

- 5.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property to the general public or for any purposes whatsoever.
- 5.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency, or (2) three business days after deposit in the mail if mailed by United States mail, postage paid, certified, return receipt:

To: Leon H. Warrick
Dorothy J. Warrick
930 Del Paso Boulevard
Sacramento, California 95815

In every case, copies shall be sent to:

Department of Toxic Substances Control Region 1 Branch Chief Central California Cleanup Operations Branch 10151 Croydon Way, Suite 3 Sacramento, California 95827

and

Director of Planning Department City of Sacramento 1231 I Street Sacramento, California 95814 (916) 264-5571

- 5.03 <u>Partial Invalidity</u>. If any portion of the Restrictions or terms set forth herein are determined to be invalid for any reason, the remaining portions shall remain in full force and effect as if such portion had not been included herein.
- 5.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.
- 5.05 Recordation. This instrument shall be executed by the Covenantor, and by the Director, California Department of Toxic Substances Control or his designated representative. This instrument shall be recorded by Leon H. Warrick or Dorothy J. Warrick with the County recorder of the County of Sacramento within ten (10) days after the date of execution by both parties in accordance with the recording requirements of the California Health and Safety Code, Section 25230. The provisions of the Covenant will also be incorporated into, and become part of, the land use plan for the Property as instituted by the local planning agency.
- 5.06 <u>References</u>. All references to Code sections include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date first set forth above.

Barbara J. Lunstord
Comm. #1088764
NOTARY PUBLIC CALIFORNIA D
SACRAMENTO COUNTY
Comm. Exp. Feb. 26, 2000

OWNER

Leon H. Warrick

Date: 29 Feb. 1996

OWNER

Dorothy J. Warrick

By: Lowthy I leaver

Date: 291+119. 11992

DEPARTMENT OF TÓXIC SUBSTANCES CONTROL

James L. Tjosvold

By: Jun 200

Date: 3

### Exhibit A

acti . Single Fankly	
275 0161 007 HEFFERMAN TINOTHY J/ELIZABETH A 3/06/84 P 1220 HI  9 P 0 BY 58, SICRIMENTO CA 95833 03/84 100 F 3257 8 1031 - A50 BL, SACRAMENTO COMP.  866 2 LOT - E 25 FT LOT 10 BLX 17 NORTH SACRAMENTO SUB URE-GABCOA  100 - LIGHT IMPUSTRIAL	31,012 LN0 75x150 164,146 37R 11,250 195,158 MET 2,050,34 /90
275 0161 008 HEFFERMAN TINOTHY J/ELIZABETH ANN 10/30/85 PAGE 527 MM 1031 MEL PASO ML, SACRAMENTO CA 95815 10/85 30,000 F 26,550 D 25 F LOT 10 MLK 17 HORTH SACRAMENTO SUB NO 9 USE-MADOA COME-C2 B	9,935 LMD 25X150 - 27,265 STR 1,200 37,200 NET CON 1940 463,34 /90
275 0161 009 NEFFERMAN TINOTHY J/ELIZABETH A 12/30/86 PAGE 1149 Har 0 1031 DEL PASO BL, SACRAMENTO CA 95815 12/86 52,000 F 1023 BEL PAGO BL, SACRAMENTO CA 95815 12/86 52,000 F 1004 40,000 A 1005 E-64,000 A	28,142 LMO 50x150 24,672 STB 5,000 62,814 MET COM 1900 720,68 /90
F07	CAPTURE I have

ATHS

JONES DRIVE ATH

> 10ME XMCS 17M

COME SAME LTM

- XORS XINS VIII

I COVE MONES VITAL

ONE MARK VTH

**415** 

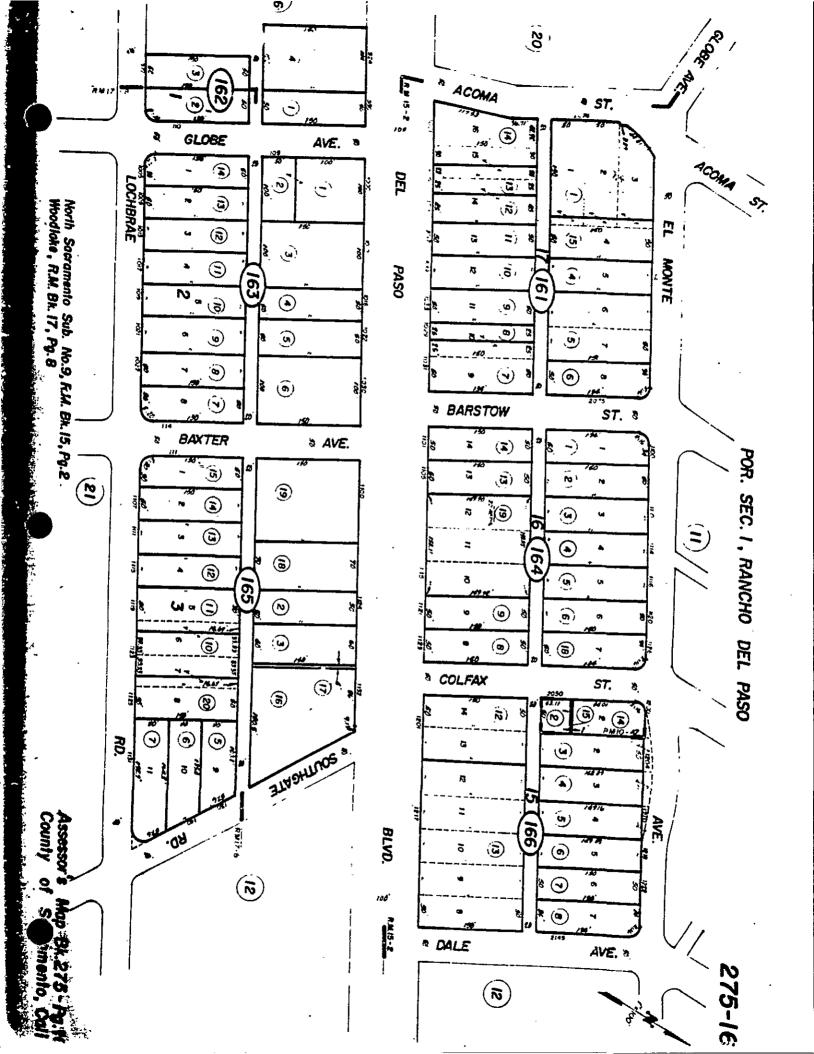
OPES OPES TH

SEA IS

ONS THE ONS THE

ZRII	- REAL ESTATE INFOR	RALATION	SERVICES -		1-800-527-9
275 0161 010 TRA	OWER ADDRESS (*-NAIL, #-PROP LOC, *-SAME) PROPERTY DESCRIPTION	21P	DOCUMENT DATE / NO. SALE DATE / ANOUNT	ASSESSED VALUES /TAXES	LOT SIZE
3257	MISON WYMMAN JR/LINDA D/TE 019 DEL PAGO BL, SACRAMENTO CA LOT 12 DLK 17 MORTH SACRAMENTO SUB MO 9	95815	4/06/81 PAGE 933 TR USE-8/COOA	8,148 LND 15,627 STR 23,775 MET	
3257 # 1 NEG 2 CG	30 GAMBEN ST. LACENVENTO CA 017 DEL PASO M. SACRAMENTO LOT 13 MLK 17 MORTH SACRAMENTO SUM MO 9 MRI METALL SMALL	95815	11/79 45,000 F LOAM- 35,000 C USE-BABOAA 20ME-C2 B PISM 6144 020-2013	14,764 LMD 82,665 STR 28,728 T/F 3,570 P/P 129,731 MET	
3257 # 1 8E6 2 c0	51 ARCADE BL. BACRAMENTO CA 011 DEL PAGO BL. SACRAMENTO E 45 FT LOT 14 BLK 17 MORTH SACRAMENTO SUB NM. RESTAURANT-COCKTAIL BAR	95815 NO 9	USE-SCROOM ZOME-C2 B	52,731 STR 66,312 MET 745,40 /90	·
275 0161 013 TEE 3257 REG 2	JIMUE/FOME GEE BUECH 000 PEL PAGO BL, SACRAMENTO CA E 25 FT LOT 14 B E 20 FT LOT 15 BLK 17 MO : SLB MO 9 GNT INDUSTRIAL	95815 SACTO	11/01/71 PAGE 620 HZ UBE-EAAOOA ZOME-C2 B	7,471 LMD 10,868 STR 18,339 NET 273.84 /90	<del></del>
275 0161 014 MARR 3257 # 1 AEG 2 IN	ISON HOLLAND/BARBARA FAIT 1990 TRUST 141 HANGOCK BR, SACRAMENTO CA 001 DEL PARO BE, SACRAMENTO H 30 FT LOT 15 BLK 17 HORTH SACRAMENTO SUB AND LOT 16 BLK 17 HORTH SACRAMENTO SUB HO BUST, BISTRIBUTION/MANERIES	95 <b>8</b> 21 9 <b>N</b> D 9	4/09/90 PAGE 708 TR USE-SCOOOA ZOME-C2 8 PAM-(916) 487-9423	14,946 LMD 25,820 STR 40,766 MET 499,16 /90	
3257 # 1 RE6 2	B STARLIT CIR, SACRAMENTO CA 014 EL MONTE AVE, RACRAMENTO E 12.92 FT OF LOTE 1 2 B 3 ALL LOT A MIK 1	95 <b>83</b> 1 7 H SAC	USE-STOOM	21,343 str 33,266 let	***************************************
275 0162 001 MARR 3242 # 9 REG 2	SIM NO 9  BML AUTO MEPAIR SARAGE  ICK LEON H/BONDTHY J  10 GLOBE AV, RACHAMENTO CA  30 DEL PAZO BL, RACHAMENTO  BEG AT PT IN \$ E SIDE DEL PAZO BLYD IN SEC  RANCHO DEL PAZO LOC \$ 58 34 W 2603.3 FT FM  COR LOT 7 BLK 2 MONTH SACTO SIM 1 SD DISTAL  CANT OFFICE	95815 1 ON S W MCE OF 2	3/20/72 PAGE 666 GB USE-ICECFA ZONE-C2 8 603.3 FT	9,168 LMD 118.66 /90	
275 0162 002 WARE 3257 866 2	ICK LEON N/BOROTRY J 10 GLOBE AY, IACRANENTO CA FIREPLIE, COMP. BLT ROOF LOT 1 BLK 1 WOOMLAKE SID, DUPLEY/TWO UNCTS	95815	6/09/78 PAGE 1214 IM USE-A2HOOA IONE-83	10,670 LND 33,273 BTR 43,943 MET 475.96 790	2.091 8 800 2-GARAGE 4 800 2.00 8AT
275 0142 003 WARE 2 9	ICK LEON H/DOROTHY J 10 GLOBE AV, SACRAMENTO CA 77 LOCHBRAE RD, SACRAMENTO LOT 50 FT X 150 FT ADJ LOT 1 BLK 1 HOSOLAK HENT & BEING FURTHER DES IN BK 1155 OFFICI RECORDS DOCUMENT NO 23225 GHT INDUSTRIAL	95815 E ON AL	6/09/78 PAGE 1214 HM USE-GANGOS ZONE-C2	10,670 LMO 14,437 STR 25,107 MET 341,82 /90	
	6(	07 -			

				- REAL ESTATE INFO	PRAMATION S	SERVICES -		1-800-527	7 <b>- 94</b> 4
275 04		004		SACRAMENTO	1991-	92		PAGE 39,49	
275 01	TRA		PROPERTY DESCRI		219	DOCUMENT DATE / NO. SALE DATE / AMOUNT	ASSESSED VALUES /TAXES	LOT SIZE	-
275 0142 0	324 MES	7 👬	STEPHEN Y/SUBAN J 258 LUCIO LM, SACE 124 DEL PAGO BL SACE LOT 100 FT X 150 OF BEL PAGO BLVB 58X34*W 2653.3 FT NORTH SACTO SIB M FICE - VETERIMARIA	AMENTO CA TRAMENTO FT DES AR BEG AT A PT OF IN SEC RANCHO DEL PASO L FROM S W COR OF LOT 7 I D TO SECTION OF COT 7 I	95822 6 \$ E SIDE 0C \$ ILK 2 TH \$ 31%31	LOAM- 50,355 USE-CHAORA ZOME-CZ 8	195,420 STR 248,414 NET 2,584.20 /90	CON 1960	••
275 0163 00	01 324 326	68E	EN VIOLEY E 5 YEMBA CT, SACRAME: 1000 DEL PAGO BL, 3 POR SEC 1 RANCÍO 2453.5 FT MEAS ALI SM COR LOY 7 RIV	M70 e4	95833 PT LOC LVD FROM	2/13/86 PAGE 1485 G 04/80 15,000 F USE-IMEDFA ZOME-C2 B	D 36,649 LND 472,16 /90	<del></del>	
275 0163 00		2 #	105 GLOBE AVE, SACE POR SEC 1 RÁNCHO 5833A'W 2553,3 FT LOT 7 BLK 2 MORYW	PEL PASO DES AS BEG AT I B S 31%26°E 100 FT FROM SACRAMENTO SUB NO 1 SO FT TU M 31 20 U SO 2771	95816 T LOC 5	USE-AE0244 ZONE-CZ II	123,420 STR 137,700 MET 1,410,02 /90	1	
275 0163 00			EN VIOLET E 709 DIXIEANNE AV, S 1010 DEL PASO DL, S	ACRAMENTO CA ACRAMENTO	95815	2/13/86 PAGE 1487 0 03/81 27,000 F	E 33,735 LMG	- 100x150	



State of California	
County of Sacramento	<del></del>
County of Sacvatviertia	
On <u>2-29-96</u> before me	Barbara J. Cunstord
DATE TO STATE A (1)	NAME, TITLE OF OFFICER - E.G., JAME DOE, NOTARY PUBLIC
personally appeared Dorothy J. Wai	MICK 4 LEON H. Warrick
personally known to me - OR - 🗷 pro	ved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and ac-
	knowledged to me that he/she/they executed the same in his/her/their authorized
	capacity(ies), and that by his/her/their
	signature(s) on the instrument the person(s),
	or the entity upon behalf of which the $\delta$
	person(s) acted, executed the instrument.
Barbara J. Lunsford	WITNESS my hand and official seal.
Comm. #1088764	Walder Man Bull Stand Dell 8
Comm. Exp. Feb. 26, 2000	SONATURE OF HOTARY
OF	PTIONAL
Though the data below is not required by law it may pro	ove valuable to persons relying on the document and could prevent
fraudulent reattachment of this form.	( contract of the contract of
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<u>_</u>	
INDIVIDUAL CORPORATE OFFICER	COVENANT & Agreement
	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
PARTNER(S) · LIMITED	/=
GENERAL  ATTORNEY-IN-FACT	NUMBER OF PAGES
TRUSTEE(S)	
GUARDIAN/CONSERVATOR	2-29-96
LI OTHER:	DATE OF DOCUMENT
	DATE OF DOGGNETT
SIGNER IS REPRESENTING:	· · · · · · · · · · · · · · · · · · ·
NAME OF PERSON(S) OR ENTITY(IES)	SIGNER(S) OTHER THAN NAMED ABOVE
	Granding of the tribut to make the tribute to th

State of CALIFORNIA				
State of CALIFORNIA  County of SHERBHEN TO				
On <u>3-18-96</u> before me,	DAYLD Horal - V			
DATE	NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"			
personally appeared	TJOSUOLD,			
On the second live tension to the On Manager	NAME(S) OF SIGNER(S)			
DAVID HURLEY  COMM. #1040651  Notary Public-California  SACRAMENTO COUNTY  My Comm. Exp. Jan. 4, 1999	ved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
	WITNESS my hand and official seal.			
OF	PTIONAL			
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.				
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT			
☐ INDIVIDUAL ☐ CORPORATE OFFICER	Covenant + Agreement			
TITLE(S)	TITLE OR TYPE OF DOCUMENT			
☐ PARTNER(S) ☐ LIMITED	/2			
GENERAL  ATTORNEY-IN-FACT	NUMBER OF PAGES			
TRUSTEE(S)	NOMBEROLFAGES			
GUARDIAN/CONSERVATOR OTHER: Ryanch Chief	2/29/96			
Central California Cleaning Operat	DATE OF DOCUMENT			
SIGNER IS REPRESENTING:				
NAME OF PERSON(S) OR ENTITY(IES) State of Caltonia	Leon Warrick Dorothy Warrick			
Dept of Toxic Substances Control	SIGNER(S) OTHER THAN NAMED ABOVE			

Note: Pursuant to Government Code 6103, the Department of Toxics Substances Control (DTSC) does not need to pay a fee for filing of a deed restriction because it is done to perform an official service of DTSC.